vol. 23, many cases are referred to as upholding the proposition that it is very improbable that two signatures written by a person in the ordinary course of business will be exactly alike so that one will cover the other when superimposed, and the fact that one signature is the fac simile of another is evidence that one was traced from the other, or both traced from a third. The cases cited are: McDonogh's Succession, 18 La. Ann. 419; Day *v.* Cole, 65 Mich. 129, 31 N. W. 823; Hunt *v.* Lawless, 7 Abb. N. C. (N. Y.) 113; Matter of Rice, 81 App. Div. 223; 81 N. Y. Supp. 68; Matter of Burtis, 107 App. Div. 51, 94 N. Y. Supp. 961; Matter of Burtis, 43 Misc. Rep. 437, 89 N. Y. Supp. 441; Hanriot *v.* Sherwood, 82 Va. 1.

"In the matter of Burtis, supra, it was said: 'Concededly, if one's signature conforms in every particular to another, one of them must be a forgery, because for all practical purposes no person can write his name twice exactly alike.

" 'The conclusion of a handwriting expert as to the genuineness of a signature, standing alone, would be of little or no value, but supported by sufficiently cogent reasons his testimony might amount almost to a demonstration.' Venuto *v.* Lisso, 148 App. Div. 164, 132 N. Y. Supp. 1066.

"See, also, 3 Wigmore on Evidence, § 2014; McKay *v.* Lasher, 121 N. Y. 477, 24 N. E. 711. In Osborn's Questioned Documents, p. 281, the author says:

" 'No two genuine signatures can be exactly alike, but such a statement should be understood to be true speaking microscopically, and not as the carpenter measures, because by examining a great number of genuine signatures of certain exceptional writers signatures can be found which are nearly identical.' * * *

"The comparison of handwriting for the purpose of ascertaining the characteristic or structural differences is one of the recognized means of arriving at the truth when the question is the genuineness of the signature. And it is generally conceded that if one signature coincides with another, one of them is a drawing or tracing, something made according to pattern or a model; and as a man when signing his name to a contract never takes such pains with his signature, certainly in this case there is no evidence that Boyd did, it follows that one of the signatures, at least, is not the writing of the person whose signature it purports to be. See Ames on Forgery, c. IV. See, also, the views upon this proposition as expressed by Professor Benjamin Pierce, formerly of Harvard College, as reported in 4 American Law Review, p. 649."

Street Railroads—Ordinance Requiring Conductor and Motorman to Each Car.—In Sullivan *v.* City of Shreveport, 40 Sup. Ct. Rep. 102, the Supreme Court held that an ordinance requiring every street

car to be operated by a conductor and motorman, subject to penalty for violation, cannot be held unconstitutional, in the absence of a showing of a clear case of arbitrary conduct on the part of the local authorities.

The court said: "While on the record before us it might be plausibly contended that when all the appliances on the 'one-man car' work as it was intended they should, it could be operated with a high degree of safety in streets where the traffic is not heavy, yet there is evidence that in the short period of the operation of such cars in Shreveport, the brakes on one of them failed to operate on a descending grade, resulting in the car getting out of control under conditions which, except for good fortune, might have resulted in serious accident. A passenger testified to receiving slight injuries when entering a car, due to the premature closing of the door, and he attributed the accident to the presence of other persons between him and the motorman whose duty it was to close the door. It was in evidence that the line on which these cars were placed, while in general one of light travel, extended into the principal business section of a city of 40,000 inhabitants; that it had at least one steep grade in it; and that at times the travel was heavy and the cars crowded.

"It is obvious, and not disputed, that such cars are better adapted to light than to heavy travel, for all passengers must enter and leave at one door, and one man must take fares, make change, issue transfers, answer questions, and also remain in position to start the car promptly. So occupied and placed, plainly this one man could not render such assistance as is often necessary to infirm or crippled, or very young passengers, or to those incumbered with baggage or bundles, and it would not be difficult to suggest emergencies of storm or accident in which a second man might be of first importance to the safety and comfort of passengers.

"These 'one-man cars' at the time of trial were, as yet, experimental, and enough has been said to show that in each community the operation of street cars presents such special problems—due to the extent and character of the travel, to grades and other conditions—that with peculiar appropriateness they have been committed by the law primarily to the disposition of the local authorities, whose determination will not be disturbed by the courts, except in cases in which the power has been exercised in a manner clearly arbitrary and oppressive. The rule is:

" 'That every intendment is to be made in favor of the lawfulness of the exercise of municipal power, making regulations to promote the public health and safety, and that it is not the province of the courts, except in clear cases, to interfere with the exercise of the power reposed by law in municipal corporations for the protection

of local rights and the health and welfare of the people in the community.' Dobbins *v.* Los Angeles, 195 U. S. 223, 235, 25 Sup. Ct. 18, 20 (49 L. Ed. 169)."

Workmen's Compensation Act—Accident Arising out of Employment.—In Mueller *v.* Klingman, 125 N. E. 464, the Appellate Court of Indiana held that the death of a workman caused by being struck by a hammer thrown by a fellow servant following a disagreement was caused by an accident arising out of and in the course of his employment.

The court said: "It has been held that an employee is injured in the course of his employment, where the injury occurs within the period of his employment, at a place where he may reasonably be, and while he is reasonably fulfilling the duties of his employment, or engaged in doing something incidental thereto. Swift & Co. *v.* Industrial Com., 287 Ill. 564, 122 N. E. 796. It has also been said that there must be some casual relation between the employment and the injury; that it is not necessary to be one which ought to have been foreseen or expected, but it must be one which, after the event, may be seen to have had its origin in the nature of the employment. Swift & Co. *v.* Industrial Com., supra. In Pekin Cooperage Co. *v.* Industrial Com., 285 Ill. 31, 120 N. E. 530, it was said, after reviewing a number of cases:

"'All concur in the rule that the accident, to be within the Compensation Act, must have had its origin in some risk of the employment. No fixed rule to determine what is a risk of the employment has been established. Where men are working together at the same work, disagreements may be expected to arise about the work, the manner of doing it, as to the use of tools, interference with one another, and many other details which may be trifling or important. Infirmity of temper, or worse, may be expected, and occasionally blows and fighting. When the disagreement arises out of the employer's work in which two men are engaged, and as a result of it one injures the other, it may be inferred that the injury arose out of the employment.'

"Under the above rules, upon the record before us, there can be no question as to the death of deceased having been caused by an accident arising out of and in the course of his employment."